

**Memorandum of Agreement  
By and Between  
King County  
and  
King County Prosecuting Attorney's Office  
and  
King County Deputy Prosecuting Attorney's Association  
and  
Teamsters Local No. 117**

**Subject: COVID Vaccination Mandate**

All parties agree to adopt the Memorandum of Agreement by and between King County and the King County Coalition of Unions dated on September 17, 2021 apart from changes to the following provision:

**#3. Compliance Procedures, Section 4, Exemption and Accommodation (Changes in bold)**

- 4. Exemption and Accommodation:** Employee requests for medical and religious exemptions will be evaluated on a case-by-case basis pursuant to law and internal processes. Employees seeking either exemption are encouraged to apply for an exemption by **September 30**. However, employees seeking a religious exemption are required to submit their request by **October 12**. Religious exemption requests submitted after **October 12** will be considered for processing on a case-by-case basis. Employees determined to be exempt will be considered for a reasonable accommodation, in accordance with law, on a case-by-case basis. **(Exemptions submitted by October 12 will be reviewed and the Employee will be notified of status by October 15.)** Employees will have until December 2 to be vaccinated following denial of an exemption or, if exempt, there is no reasonable accommodation available. Failure to show proof (i.e., vaccine record) that they are beginning the process of becoming fully vaccinated within 14-days of denial of an exemption or accommodation if exempt will result in involuntary separation. Employees will be allowed to work during the compliance period. For employees who request medical exemptions and accommodations only, additional timelines may be granted on a case-by-case basis.

For King County:

DocuSigned by:  
  
9063C72F4F6348F...  
Megan Pedersen, Director  
Office of Labor Relations  
King County Executive's Office

10/4/2021

Date

For King County Prosecuting Attorney's Office:


DocuSigned by:  


26566DB676384A7...  
Daniel T. Satterberg, Prosecuting Attorney

10/13/2021

\_\_\_\_\_  
Date

For Unions:

DocuSigned by:  


7AD5B391B59D41E...  
John Searcy, Secretary Treasurer  
Teamsters Local No. 117

10/12/2021

\_\_\_\_\_  
Date

DocuSigned by:  


26FB4DBE845944A...  
Darrah Hinton, President  
King County Prosecuting Attorney's Association

10/11/2021


\_\_\_\_\_  
Date

DocuSigned by:  


72A8FE0A65DF445...  
Michael Tabor, Secretary  
King County Prosecuting Attorney's Association

10/11/2021

\_\_\_\_\_  
Date

DocuSigned by:  


27BA9F037CCE473...  
Jocelyn McCurtain, Treasurer  
King County Prosecuting Attorney's Association

10/7/2021

\_\_\_\_\_  
Date

**Memorandum of Agreement  
By and Between  
King County  
and  
The King County Coalition of Unions  
and  
International Brotherhood of Electrical Workers, Local 77  
Representing Employees in the Department of Metro Transit  
and  
Technical Employees' Association  
Representing Staff in the  
Wastewater Treatment Division, Department of Natural Resources and Parks**

**Subject: COVID Vaccination Mandate**

This Memorandum of Agreement (the Agreement) is entered into by King County (the County) and the King County Coalition of Unions, International Brotherhood of Electrical Workers, Local 77, representing employees in the Department of Metro Transit, and Technical Employees' Association, representing staff in the Wastewater Treatment Division, Department of Natural Resources and Parks.

**Background:**

**A. Compliance Requirements:** Pursuant to King County Executive's Health Emergency Order ACO-8-27-EO, and the Washington State Governor's Proclamation 21-14, as applicable, King County has mandated that all employees in the Executive Branch of King County government must be fully vaccinated for COVID by October 18, 2021 or be exempt and accommodated based on a medical disability or sincerely held religious belief.

**B. Non-Compliance Accountability:** The County has determined that employees who are not fully vaccinated by October 18, employees who fail to obtain future COVID vaccinations recommended by the CDC, and those employees who are exempt based on a medical disability or sincerely held religious belief but cannot be reasonably accommodated as provided under Section 4, will be subject to involuntary separation from employment that will not be regarded as misconduct. The Unions party to this Memorandum of Agreement (MOA) reserve and do not waive any contractual or legal rights to challenge any separation from employment or the Emergency Order and/or Proclamation in general.

**Agreement:**

**1. Compliance Procedures:**

**A. Notice Process for Employees Covered by Governor's Proclamation.** On October 6, a letter proposing separation will be issued to employees subject to

the Governor's proclamation who fail to show acceptable evidence (i.e., vaccine record) that they will be fully vaccinated by October 18 (i.e., the employee must have received their final vaccination by October 4). A copy of the letter will be sent to the employee's union via email. Employees will be kept in paid status after October 18 if the Loudermill process is not completed.

- B. Compliance in Process for Employees Covered by Governor's Proclamation.** If by October 18 an employee subject to the Governor's proclamation has at least one vaccination, and shows proof (i.e., vaccine record), and states their intent to be fully vaccinated, the decision to separate them will be conditionally held in abeyance provided they are fully vaccinated by December 2. Beginning October 19, the employee is not permitted to work unless they have a reasonable accommodation per Section 2 but can elect to go on paid or unpaid leave and must make their leave election by October 18 and may use any combination of vacation, compensatory time, Executive Leave, banked holiday leave, BT time or unpaid leave. They cannot use sick leave. The paid and/or unpaid leave ends December 2.
- C. Notice and Compliance Process for Employees Not Subject to the Governor's Proclamation.** On October 20, a letter proposing separation will be issued to employees who are not subject to the Governor's proclamation who fail to show acceptable evidence (i.e., vaccine record) that they were fully vaccinated by October 18. However, if the employee provides proof (i.e., vaccine record) that they received the first dose of a two-dose vaccine by October 18 and states their intent to be fully vaccinated by December 2 (i.e., the employee must have received their final dose of a two-dose vaccine or the only dose of a one-dose vaccine by November 18), the decision to separate them will be conditionally held in abeyance. The employee will be permitted to work during the compliance period. A copy of the letter will be sent to the employee's union via email.
- D. Employees Currently on Leave of Absence.** An employee scheduled to return to work from a paid or unpaid leave of absence is subject to the terms of this agreement, provided that the County has notified the employee. An employee scheduled to return to work before December 2, and who is not subject to the Governor's proclamation, will be allowed to work during the compliance period. An employee scheduled to return to work after December 2 must be fully vaccinated prior to their return and show evidence (i.e., vaccine record), unless they have a reasonable accommodation due to a medical or religious exemption.

**2. Exemption and Accommodation:** Employee requests for medical and religious exemptions will be evaluated on a case-by-case basis pursuant to law and internal processes. Employees seeking either exemption are encouraged to apply for an exemption by September 17. However, employees seeking a religious exemption are required to submit their request by

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*King County Coalition of Unions*

*International Brotherhood of Electrical Workers, Local 77 – Metro Transit Department*

*Technical Employees' Association – Wastewater Treatment Division, Department of Natural Resources and Park, Staff*

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*Page 2*

September 24. Religious exemption requests submitted after September 24 will be considered for processing on a case-by-case basis. Employees determined to be exempt will be considered for a reasonable accommodation, in accordance with law, on a case-by-case basis. Employees will have until December 2 to be vaccinated following denial of an exemption or, if exempt, there is no reasonable accommodation available. Failure to show proof (i.e., vaccine record) that they are beginning the process of becoming fully vaccinated within 14-days of denial of an exemption or accommodation if exempt will result in involuntary separation. Employees who are not subject to the Governor's proclamation will be allowed to work during the compliance period. For employees who request medical exemptions and accommodations only, additional timelines may be granted on a case-by-case basis.

**3. Compensation for Vaccinations:** Hourly employees will be paid for the time spent getting the vaccine, whether on or off duty. This includes travel time. Employees are encouraged to get vaccinated during regular work hours. Employees must follow the leave procedures for their work unit if they want to get vaccinated during their work shift.

**4. Compensation for Vaccine Side-effects:** Leave eligible employees who are unable to work their regular scheduled shift due to side-effects within 48 hours of being vaccinated will be able to use COVID leave for up to one regular shift (e.g., eight (8) hours of COVID leave). Employees can use any amount of sick leave and/or file for Workers' Compensation, if applicable, if they are unable to work due to vaccine side-effects that last more than a shift.

**5. Vaccination Costs:** The County will pay the cost of vaccinations whether the employee is insured or not.

**6. COVID Leave:** Comprehensive leave eligible employees (i.e., regular, term-limited temporary, probationary) will be granted up to 80 hours of COVID leave if they are COVID positive or subject to quarantine under County policy and are unable to work under health guidance and County policy. Employees may use up to 40 hours of the 80 hours of COVID leave to provide care for an immediate family member who is COVID positive and/or if the employee must stay home because their child cannot attend school or a childcare facility due to COVID and the employee is unable to telecommute. Employees electing to use COVID leave must provide documentation of a COVID positive test to use leave for themselves and documentation that they qualify to use 40 hours of paid leave to care for a family member who is COVID positive and/or if the employee must stay home due to their child's school or childcare facility being closed due to COVID where the employee is unable to telecommute. The maximum of 80 hours of COVID leave that can be used under Section 4 and this Section is available until December 31, 2022.

**7. Paid Parental Leave (PPL):** Employees who cannot be accommodated, even though they are determined to be exempt based on a medical disability or sincerely held religious belief and are subsequently separated within six months of returning from the PPL leave, will not be required to repay any PPL funds received.

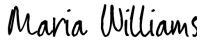
**8. Rehire:** Employees who are separated and subsequently become fully vaccinated may request to be reinstated within two (2) years following separation. The employee will be reinstated into their prior position, if available; provided, the employee meets the requirements for the position (e.g., license, certification). If the employee's prior position is not available, the employee will be considered for reinstatement in their former department for a vacant position in their classification provided they are qualified to perform the duties and responsibilities of the position. The employee will be placed on a recall list if there is no vacant position in their classification they are qualified for. The employee will be referred to vacant positions in their classification when they become available in their former department for up to two years following separation.

**9. Leave Cash-out:** Employees who are involuntarily separated or resign in lieu of being involuntarily separated shall be eligible for cash-out of leaves in accordance with the terms of their collective bargaining agreement.


**10. Separation/Retirement:** Employees who submit an irrevocable written notice of separation or retirement by October 18, 2021 to separate from employment by December 31, 2021, shall be able to use their paid leaves, except sick leave or ESL, beginning October 19. The employee will be placed on unpaid leave at such time that they have exhausted their paid leave. Employees who retire will be eligible to cash-out their accrued sick leave in accordance with the terms of their collective bargaining agreement.

**11. Bargaining Obligations Fulfilled:** Both parties acknowledge that they have fulfilled their bargaining obligations with respect to Background Section A of this MOA in reaching the terms and conditions provided under this MOA.

For the Unions:

<p>DocuSigned by:</p> <p></p> <p>AA962F4CF190498...</p> <p>_____          Maria Williams, Union Representative          Teamsters Local Union #117</p>	<p>9/17/2021</p> <p>_____          Date</p>
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For the Unions:

<p>DocuSigned by:</p> <p></p> <p>E164A910E22944A...</p> <p>_____          Michael Gonzales, Senior Business Agent          General Teamsters Union, Local #174</p>	<p>9/17/2021</p> <p>_____          Date</p>
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For King County:

DocuSigned by:

Megan Pedersen

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Megan Pedersen, Director  
Office of Labor Relations, King County Executive Office

9/17/2021

Date

For King County:

DocuSigned by:

Bob Railton

23D42BB776C4407...

Bob Railton, Deputy Director  
Office of Labor Relations, King County Executive Office

9/17/2021

Date

**Certificate Of Completion**

Envelope Id: B01FE1E3521A4751928BF51518C3AA12

Status: Completed

Subject: Please DocuSign: Vaccine MOU-KC KCPAO KCPAA Teamsters 117.pdf

Source Envelope:

Document Pages: 7

Signatures: 6

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Andrea Larson

11943 Sunset Hills Rd

Reston, VA 20190

andlarson@kingcounty.gov

IP Address: 198.49.222.20

**Record Tracking**

Status: Original

9/30/2021 4:27:23 PM

Holder: Andrea Larson

andlarson@kingcounty.gov

Location: DocuSign

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Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-King County Executive

Location: DocuSign

Office-Office of Labor Relations

**Signer Events**

Megan Pedersen

megan.pedersen@kingcounty.gov

Labor Relations Director

King County Executive Department-OLR

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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**Timestamp**

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**Electronic Record and Signature Disclosure:**

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Jocelyn McCurtain

jocelyn.mccurtain@kingcounty.gov

Security Level: Email, Account Authentication  
(None)

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Michael Tabor

mtabor@kingcounty.gov

Security Level: Email, Account Authentication  
(None)

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Darrah Hinton

darhinton@kingcounty.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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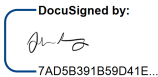
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John Searcy  
docusign@teamsters117.org  
Security Level: Email, Account Authentication (None)

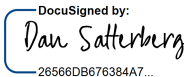


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Dan Satterberg  
dan.satterberg@kingcounty.gov  
Security Level: Email, Account Authentication (None)



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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Maddy Shumate  
maddy.shumate@teamsters117.org  
Security Level: Email, Account Authentication (None)



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Viewed: 10/12/2021 8:49:12 AM

Using IP Address: 70.98.106.242

**Electronic Record and Signature Disclosure:**  
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ID: 1d7d4adc-b04b-47ba-bf08-a901456f66d9

Carbon Copy Events	Status	Timestamp
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Heidi Parkington-Thal  
heidi.parkington-thal@kingcounty.gov  
Security Level: Email, Account Authentication (None)



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**Electronic Record and Signature Disclosure:**  
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/13/2021 9:18:42 AM
Signing Complete	Security Checked	10/13/2021 9:19:19 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/13/2021 9:19:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact King County Sub Account - Office of Labor Relations:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov)

#### **To advise King County Sub Account - Office of Labor Relations of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from King County Sub Account - Office of Labor Relations**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with King County Sub Account - Office of Labor Relations**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.